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Counsel for Plaintiff VMRD, Inc.

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON**

VMRD, INC., a Washington corporation,

Plaintiffs,

v.

PIVETDX, INC., a Washington
corporation, SAMPATH SRIKANTH and
DANA SRIKANTH, individually and as
husband and wife, and JOANNA
RZEPKA and GRZEGORZ RZEPKA,
individually and as husband and wife,

Defendants.

NO.

COMPLAINT

(Violation of the Defend Trade
Secrets Act of 2016; Violation of
Washington's Uniform Trade Secrets
Act; Breach of Contract; Tortious
Interference with Contract and
Business Expectancy; Breach of
Fiduciary Duties; and Injunctive
Relief)

The Plaintiff, VMRD, Inc., a for profit corporation, organized under the laws
of the State of Washington, by and through its undersigned counsel, alleges, avers,
and states:

COMPLAINT: 1



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1 **I. THE PARTIES & THEIR RELATIONSHIPS WITH ONE ANOTHER**

2 1.1 The Plaintiff, VMRD, Inc. ("VMRD"), is a family-owned, USDA-
3 licensed veterinary diagnostics and products company that has operated out of
4 Pullman, Washington since 1981.
5

6 1.2 Among other business lines, VMRD manufactures vialled reagents for
7 biological testing; VMRD does so by (i) sourcing empty vials; (ii) sourcing or
8 manufacturing the vial contents; (iii) sourcing vial caps; (iv) sourcing and printing
9 labels; and (v) using VMRD's machinery to fill, cap, and label the vials so they are
10 ready for use.
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13 1.3 Until recently, VMRD has manufactured vialled reagents for use in
14 veterinary medicine; however, in response to the COVID-19 pandemic VMRD
15 retrofit its manufacturing line to create ready-to-use specimen vials for use in
16 COVID-19 testing for humans.
17

18 1.4 Creating vials for COVID-19 testing was (and remains) a profitable
19 business line for VMRD.
20

21 1.5 The Defendant, Sampath Srikanth, DVM, PhD ("Dr. Srikanth"), was
22 hired as VMRD's at-will Vice President of Products on or about May 18, 2015.
23

24 1.6 As a result of the events giving rise to this suit, VMRD terminated Dr.
25 Srikanth on or about June 9, 2020.
26
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1 1.7 Dr. Srikanth and his wife, Defendant Dana Srikanth, (collectively, the
2 "Srikanths") are a marital community residing together in Pullman, Washington.

3
4 1.8 The Defendant, Joanna Rzepka, PhD ("Dr. Rzepka"), was formally
5 hired as an at-will, full-time Research Scientist by VMRD on or about January 2,
6 2013

7
8 1.9 As a result of the events giving rise to this suit, VMRD terminated Dr.
9 Rzepka on or about June 9, 2020.

10 1.10 Dr. Rzepka and her husband, Defendant Grzegorz Rzepka,
11 (collectively, the "Rzepkas") are a marital community residing together in Pullman,
12 Washington.

13
14 1.11 In or about March 2020, opportunities arose for VMRD to expand its
15 production of specimen vials for COVID-19 testing; however, Drs. Srikanth and
16 Rzepka acted in concert to prevent VMRD from fully capitalizing on the
17 opportunities.
18

19
20 1.12 Drs. Srikanth and Rzepka became aware of these opportunities solely
21 because of their employment with VMRD, solely through their interactions with
22 VMRD's vendors and customers, and solely in their capacity as employees and
23 agents for VMRD.

24
25 1.13 In May 2020, Drs. Srikanth and Rzepka formed the Defendant
26 PIVETDX, Inc. ("PIVETDX") as a Washington State for profit corporation.
27



1 1.14 Dr. Srikanth, Dr. Rzepka, and their spouses are owners and operators
2 of PIVETDX.

3
4 1.15 PIVETDX's principal place of business is located in Pullman,
5 Washington – approximately 5 miles from VMRD.

6 1.16 Neither Dr. Srikanth nor Dr. Rzepka informed VMRD's management
7 that they had formed PIVETDX.
8

9 1.17 Since its formation, PIVETDX has manufactured vials with the same
10 solution used for COVID-19 testing as VMRD.
11

12 1.18 Since its formation, PIVETDX has taken and usurped opportunities to
13 manufacture additional vials for COVID-19 testing – the very opportunities that
14 Drs. Srikanth and Rzepka caused VMRD not to capitalize on during their
15 employment.
16

17 1.19 Drs. Srikanth and Rzepka have misappropriated VMRD's trade secrets
18 and confidential information and used those secrets and information to all five of
19 the Defendants' benefit – and to VMRD's detriment.
20

21 **II. JURISDICTION AND VENUE**

22 2.1 This action arises under the Defend Trade Secrets Act of 2016, 18
23 U.S.C. § 1836 (the "DTSA"); this action, therefore, presents a federal question
24 over which the Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331.
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1 2.2 All claims and causes of action in this action arise from a common
2 nucleus of operative fact; the Court, therefore, has supplemental jurisdiction over
3 VMRD's state law claims pursuant to 28 U.S.C. § 1367, and all claims and causes
4 of action asserted herein are part of the same case or controversy under Article III
5 of the United States Constitution.
6

7 2.3 Venue properly lies within the Eastern District of Washington
8 pursuant to 28 U.S.C. § 1391(b)(1), (c), and (d), as all of the Defendants reside
9 within the Eastern District of Washington.
10

11 2.4 Venue properly lies with this Court pursuant to 28 U.S.C. §
12 1391(b)(2) because all or substantially all of the pertinent acts occurred within the
13 Eastern District of Washington.
14

15 2.5 The Court has general personal jurisdiction over the Defendants, as all
16 of the Defendants reside within the State of Washington.
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18 2.6 The Court also has specific personal jurisdiction over the Defendants
19 because all of the conducts and transactions that are relevant to this action occurred
20 within the State of Washington.
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III. FACTS

A. SINCE 1981, VMRD HAS BEEN OWNED BY, AND AN EMPLOYER OF, FAMILIES IN PULLMAN, WASHINGTON.

3.1 VMRD was formed in 1981, by D. Scott Adams and Travis McGuire; since then, the company has been solely owned by the Adams family.

3.2 Since its formation, VMRD has been a member of the business community in Pullman, Washington.

3.3 VMRD provides jobs for over 50 professionals in the Pullman, Washington area.

B. THE LONGHORN PROJECT.

3.4 Longhorn Vaccines & Diagnostics, LLC ("Longhorn") is the company that brought the COVID-19 testing opportunity to VMRD.

3.5 Longhorn and VMRD first encountered, and became familiar with, one another at various trade shows and conferences.

3.6 In or about March 2020, Longhorn informed VMRD that its patented preservative solution was being used to safely test humans for COVID-19.

Longhorn further explained that it could not fill vials with the solution fast enough to meet the demand, and proceeded to ask if VMRD would agree to manufacture and distribute vials of the solution.



1 3.7 On or about April 1, 2020, VMRD contacted Longhorn and agreed to
2 vial and distribute the solution for Longhorn at \$1.50 per vial (the "Longhorn
3 Project").
4

5 3.8 Over the course of the next three weeks, VMRD built machines by
6 hand to effectively manufacture vials of Longhorn's solution.
7

8 3.9 On or about April 27, 2020, VMRD manufactured the first 21,500
9 vials.
10

11 3.10 VMRD hired approximately 73 workers from a temp agency to assist
12 with the Longhorn Project.

13 3.11 By early-May 2020, VMRD had fine-tuned its operation such that it
14 was manufacturing and distributing 300,000 vials per week with the solution.
15

16 3.12 VMRD grossed approximately \$1,800,000.00 from the Longhorn
17 Project alone in the month of May 2020. In its nearly 40-year history, VMRD had
18 never grossed more in one month.
19

20 3.13 Because of the lucrative nature of the Longhorn Project, VMRD
21 agreed to pay Dr. Srikanth a bonus equal to five percent of the net profit. VMRD
22 also granted Dr. Srikanth the discretion to award three percent of the net profit to
23 other helpful VMRD employees, namely, Dr. Rzepka. Dr. Srikanth exercised this
24 discretion to award two percent of the net profit to Dr. Rzepka.
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1 **C. DRS. SRIKANTH AND RZEPKA DEFECT FROM VMRD TO FORM PIVETDX.**

2 3.14 Shortly after VMRD commenced the Longhorn Project in April 2020,
3
4 Drs. Srikanth and Rzepka conspired to usurp from VMRD additional vial filling
5 opportunities under the Longhorn Project.

6 3.15 Drs. Srikanth and Rzepka formed PIVETDX with their spouses and
7
8 acted in concert to: (1) copy VMRD's confidential vendor list; (2) contact at least
9 two of the confidential vendors; (3) prevent Longhorn from executing contracts
10 with VMRD; and (4) incorporate VMRD's profit and loss projections and business
11 plan into an excel spreadsheet outlining PIVETDX's operational plan.
12

13 3.16 During this time, VMRD considered leasing additional facilities to
14 manufacture more vials for Longhorn. One of the facilities considered by VMRD
15 is the one now being used by PIVETDX. VMRD also considered using a different
16 type of vial to increase its supply for Longhorn.
17

18 3.17 When presented with these plans and opportunities, Dr. Srikanth
19 advised VMRD leadership that it could not, and should not, grow its operations.
20 VMRD trusted Dr. Srikanth; deferred to his judgment and expertise as VP of
21 Products; and, as a consequence, VMRD did not pursue any of these opportunities
22 further.
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1 3.18 In or about May 2020, Drs. Srikanth and Rzepka discreetly offered to
2 replicate VMRD's operation and to manufacture additional vials of solution for
3 Longhorn at \$1.50 per vial.
4

5 3.19 In early-June 2020, VMRD held an executive meeting in which it
6 discussed acquiring more space and a strong desire to ramp up its operations under
7 the Longhorn Project.
8

9 3.20 At the executive meeting, Dr. Srikanth advised VMRD that he was
10 unsure how long the Longhorn Project would continue and expressed a desire to
11 wind down the Longhorn Project.
12

13 3.21 On or about June 5, 2020, Longhorn agreed to commit over
14 \$3,000,000.00 to Dr. Srikanth, Dr. Rzepka, and their new vialing operation:
15 PIVETDX.
16

17 3.22 Upon information and belief, in early-June 2020, while still employed
18 at VMRD, Defendants leased, or made plans to lease, the same Pullman facility
19 that VMRD once considered using and began manufacturing vials under the name
20 PIVETDX.
21

22 3.23 The vials being filled by the Defendants are vials that VMRD could
23 have, and would have, manufactured for Longhorn had the Defendants not
24 unlawfully interfered.
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1 **D. TERMINATION OF DRs. SRIKANTH AND RZEPKA.**

2 3.24 Dr. Rzepka's at-will employment as a Research Scientist for VMRD
3 began on or about January 2, 2013, when she duly executed the Employment,
4 Confidentiality, and Invention Assignment Agreement attached hereto as **Exhibit**
5 **A** (the "Rzepka Agreement").
6

7
8 3.25 The terms of the Rzepka Agreement are hereby incorporated into this
9 Complaint and alleged by reference.

10 3.26 Dr. Srikanth's at-will employment as VMRD's Vice President of
11 Products began on or about May 18, 2015, when Dr. Srikanth executed the
12 Employment, Confidentiality, and Invention Assignment Agreement attached
13 hereto as **Exhibit B** (the "Srikanth Agreement").
14
15

16 3.27 On June 9, 2020, VMRD terminated Drs. Rzepka and Srikanth for
17 their actions complained of herein.

18 3.28 During their respective exit meetings, Drs. Srikanth and Rzepka
19 acknowledged their involvement with PIVETDX, as well as their intention to
20 manufacture vials with Longhorn's solution.
21

22 **IV. CLAIMS**

23
24 **A. BREACH OF CONTRACT (DRs. RZEPKA AND SRIKANTH).**

25 4.1 VMRD hereby re-alleges and re-states the allegations above.

26 4.2 The Srikanth and Rzepka Agreements are valid and enforceable.
27



1 4.3 Drs. Rzepka and Srikanth are unlawfully disclosing confidential
2 VMRD information to other persons and companies, including, but not limited to,
3 Defendants Grzegorz Rzepka, Dana Srikanth, and PIVETDX.
4

5 4.4 Drs. Rzepka and Srikanth are unlawfully using and otherwise
6 misappropriating confidential VMRD information for their own benefit and to
7 VMRD's detriment.
8

9 4.5 While still employed at VMRD, Drs. Rzepka and Srikanth unlawfully
10 interfered with VMRD's business. Such interfering activities include, but are not
11 limited to:
12

- 13 • Usurping a multi-million-dollar vial manufacturing opportunity
14 with Longhorn;
- 15 • Preparing to open and/or opening a vial manufacturing facility
16 five miles from VMRD's principal place of business;
- 17 • Contacting VMRD's confidential vendors and/or clients;
- 18 • Falsely advising VMRD that it should not grow its operations
19 and manufacture more vials for Longhorn;
- 20 • Using the confidential methods, designs, and procedures that
21 VMRD used to build vial manufacturing machines in order to
22 purchase and/or modify their own machines to manufacture
23 vials for Longhorn
- 24 • Preventing Longhorn from executing contracts with VMRD for
25 the Longhorn Project;
- 26 • Soliciting business from Longhorn; and
27



- Soliciting each other to work at PIVETDX.

4.6 Drs. Srikanth and Rzepka are currently engaged in the interfering and unlawful conduct described in Paragraph 4.5 of this Complaint.

4.7 Upon information and belief, Drs. Rzepka and Srikanth took and/or unlawfully recreated VMRD's property, including, not limited to, VMRD's vendor list and the business plan and profit and loss projection referenced in Paragraph 3.15 of this Complaint.

4.8 Dr. Srikanth's foregoing conduct constitutes willful, deliberate, and material breaches of the Srikanth Agreement. VMRD specifically alleges, without limitation, that Dr. Srikanth breached Paragraphs 2, 4, 5, 7, and 8 of the Srikanth Agreement.

4.9 Dr. Rzepka's foregoing conduct constitutes willful, deliberate, and material breaches of the Rzepka Agreement. VMRD specifically alleges, without limitation, that Dr. Rzepka breached Paragraphs 2, 4, 5, 7, and 8 of the Rzepka Agreement.

4.10 Dr. Srikanth's breaches of contract caused damages requiring injunctive relief and money damages in an amount to be proven at trial.

4.11 Dr. Rzepka's breaches of contract proximately caused damages requiring injunctive relief and money damages in an amount to be proven at trial.



1 **B. BREACH OF FIDUCIARY DUTIES (DR. SRIKANTH).**

2 4.12 VMRD hereby re-alleges and re-states the allegations above.

3
4 4.13 Dr. Srikanth owed a fiduciary duty of loyalty, care, and good faith to
5 VMRD as its VP of Products.

6 4.14 Dr. Srikanth breached his fiduciary duties by usurping VMRD's
7
8 corporate opportunities and by engaging in the conduct alleged in Paragraphs 4.3-
9 4.7 of this Complaint.

10 4.15 By breaching his fiduciary duties, Dr. Srikanth proximately caused
11
12 damages requiring injunctive relief and money damages in an amount to be proven
13 at trial.

14 **C. TORTIOUS INTERFERENCE (ALL DEFENDANTS).**

15 4.16 VMRD hereby re-alleges and re-states the allegations above.

16
17 4.17 The Rzepkas, the Srikanths, and PIVETDX (collectively,
18
19 "Defendants") owe VMRD a duty not to interfere with VMRD's business contracts
20 and expectancies.

21 4.18 VMRD has, and had at all relevant times herein, a contract to
22
23 manufacture and distribute vials for Longhorn.

24 4.19 VMRD has, and had at all relevant times herein, a business
25
26 expectancy with Longhorn with a probability of future economic benefit to
27 VMRD.



1 4.20 Defendants knew of VMRD's contract with Longhorn.

2 4.21 Defendants knew that VMRD reasonably expected to derive future
3 economic benefits from its relationship Longhorn.
4

5 4.22 By engaging in the conduct alleged in Paragraphs 4.3-4.7 of this
6 Complaint, Defendants intentionally induced Longhorn to commit over a million
7 dollars to their unlawful vialing operation.
8

9 4.23 But for Defendants' intentional interference, Longhorn would have
10 made the foregoing commitment to VMRD, as opposed to any of the Defendants.
11

12 4.24 Defendants' intentional interference was by improper means and for
13 an improper purpose.

14 4.25 Defendants' intentional interference caused VMRD damages requiring
15 injunctive relief and money damages in an amount to be proven at trial.
16

17 **D. VIOLATION OF THE FEDERAL DEFEND TRADE SECRETS ACT (ALL**
18 **DEFENDANTS).**

19 4.26 VMRD hereby re-alleges and re-states the allegations above.
20

21 4.27 In the course of its business, VMRD compiled trade secret
22 information relating to its business, know-how, customer information, information
23 regarding the skills and compensation of Plaintiff's employees, information
24 regarding potential customers, financial information, operating information, and
25
26
27

1 information regarding VMRD's corporate opportunities (collectively, "VMRD's
2 Trade Secrets").

3
4 4.28 VMRD's Trade Secrets specifically include, without limitation,
5 VMRD's business relationship with Longhorn, the nature of the Longhorn Project,
6 VMRD's vendors, and the processes and machinery used to manufacture vials with
7 Longhorn's solution.
8

9 4.29 Defendants retained, used, disclosed, and otherwise misappropriated
10 VMRD's Trade Secrets, thereby violating the Federal Defend Trade Secrets Act of
11 2016, 18 U.S.C. § 1836.
12

13 4.30 Drs. Srikanth and Rzepka had a duty to maintain the secrecy of
14 VMRD's Trade Secrets.
15

16 4.31 Drs. Srikanth and Rzepka had a duty to safeguard and maintain
17 VMRD's Trade Secrets for the exclusive benefit of VMRD.
18

19 4.32 Dana Srikanth, Grzegroz Rzepka, and PIVETDX unlawfully acquired
20 VMRD's Trade Secrets.
21

22 4.33 Dana Srikanth, Grzegroz Rzepka, and PIVETDX knew that they
23 acquired, and are now using, VMRD's Trade Secrets by improper means,
24 specifically, by way of Drs. Srikanth's and Rzepka's unlawful disclosure and use of
25 same.
26
27



1 4.34 VMRD made reasonable efforts to maintain the secrecy of its Trade
2 Secrets.

3
4 4.35 VMRD did not expressly or impliedly consent to allow Defendants to
5 retain, use, disclose, or otherwise misappropriate its Trade Secrets.

6 4.36 VMRD's Trade Secrets derive independent economic value, actual or
7 potential, from not being generally known to the public.

8
9 4.37 VMRD suffered damages for actual loss caused by Defendants'
10 misappropriation of VMRD's Trade Secrets.

11
12 4.38 Defendants are unjustly enriched by misappropriating VMRD's Trade
13 Secrets. VMRD is entitled to restitution for this unjust enrichment.

14
15 4.39 In lieu of damages measured by any other methods, damages caused
16 by Defendants' misappropriation may be measured by the imposition of liability for
17 a reasonable royalty for Defendants' unauthorized disclosure and/or use of
18 VMRD's Trade Secrets.

19
20 4.40 Defendants willfully and maliciously disclosed, used, and otherwise
21 misappropriated VMRD's Trade Secrets. VMRD is entitled to recover double its
22 actual damages pursuant to 18 U.S.C. § 1836(b)(3)(C).

23
24 4.41 Defendants willfully and maliciously disclosed, used, and otherwise
25 misappropriated VMRD's Trade Secrets. VMRD is entitled to an award of its
26 reasonable attorneys' fees pursuant to 18 U.S.C. § 1836(b)(3)(D).
27



1 4.42 Unless enjoined and restrained by this Court, Defendants and others
2 acting in concert with them will proceed with the complained of acts.

3
4 4.43 Because of the difficulty of measuring both damages and future harm,
5 VMRD has an inadequate remedy at law and is therefore entitled to an order
6 enjoining the conduct of Defendants and others acting in concert with them.
7

8 **E. VIOLATION OF WASHINGTON'S UNIFORM TRADE SECRETS ACT (ALL**
9 **DEFENDANTS).**

10 4.44 VMRD hereby re-alleges and re-states the allegations above.

11 4.45 Defendants violated Washington's Uniform Trade Secrets Act, RCW
12 19.108 *et seq.* for the same reasons set forth in Paragraphs 4.27 – 4.36 of this
13 Complaint. VMRD therefore specifically re-alleges and re-states these allegations.
14

15 4.46 VMRD suffered damages for actual loss caused by Defendants'
16 misappropriation of VMRD's Trade Secrets.
17

18 4.47 Defendants are unjustly enriched by misappropriating VMRD's Trade
19 Secrets. VMRD is entitled to restitution for this unjust enrichment.
20

21 4.48 Defendants willfully and maliciously disclosed, used, and otherwise
22 misappropriated VMRD's Trade Secrets. VMRD is entitled to an award of
23 reasonable attorneys' fees under RCW 19.108.040.
24

25 4.49 In lieu of damages measured by any other methods, damages caused
26 by Defendants' misappropriation may be measured by the imposition of liability for
27



1 a reasonable royalty for Defendants' unauthorized disclosure and/or use of
2 VMRD's Trade Secrets.

3
4 4.50 Defendants willfully and maliciously disclosed, used, and otherwise
5 misappropriated VMRD's Trade Secrets. VMRD is entitled to recover double its
6 actual damages pursuant to RCW 19.108.030.

7
8 4.51 Unless enjoined and restrained by this Court, Defendants and others
9 acting in concert with them will proceed with the complained of acts.

10
11 4.52 Because of the difficulty of measuring both damages and future harm,
12 VMRD has an inadequate remedy at law and therefore is entitled to an order
13 enjoining the conduct of Defendants and others acting in concert with them.

14 **F. INJUNCTIVE RELIEF.**

15
16 4.53 VMRD hereby re-alleges and re-states the allegations above.

17
18 4.54 VMRD is likely to succeed on the merits of its claims, and the balance
19 of equities between the parties and the public interest weighs in favor of the
20 issuance of a preliminary and/or permanent injunction against Defendants.

21
22 4.55 By engaging in the conduct alleged in Paragraphs 4.3, 4.4, 4.5, 4.6,
23 and 4.27 – 4.36 of this Complaint, Defendants are causing VMRD to suffer
24 irreparable harm in various ways, including, but not limited to:

- 25 • The continued disclosure, use, and misappropriation of its
26 confidential and/or proprietary information, e.g., VMRD's
27



1 vendor list and process for manufacturing vials with Longhorn's
2 solution;

- 3 • Using the confidential methods, designs, and procedures that
4 VMRD used to build vial manufacturing machines from scratch
5 in order to purchase and/or modify their own machines to
6 manufacture vials for Longhorn;
7 • The loss of a multi-million-dollar business opportunity with
8 Longhorn; and
9 • The possible solicitation and employment of other current
10 VMRD employees.

11 4.56 Unless restrained by this Court, Defendants will continue the
12 complained of acts.

13 4.57 Because of the difficulty of measuring both damages and future
14 harm, VMRD has an inadequate remedy at law and is entitled to an order enjoining
15 the conduct of Defendants.
16

17 **V. PRAYER FOR RELIEF**

18 WHEREFORE, VMRD prays for judgment as follows:
19

20 1. That VMRD be awarded money damages against Defendants in an
21 amount to be proven at trial;
22

23 2. That VMRD's actual damages be determined, doubled, and awarded
24 to VMRD if Defendants willfully and maliciously violated the Washington
25 Uniform Trade Secrets Act (the "WUTSA") and Federal Defend Trade Secrets Act
26 (the "DTSA");
27



1 3. That VMRD be awarded its reasonable attorney fees if Defendants
2 willfully and maliciously violated the WUTSA and DTSA;

3
4 4. That, in lieu of actual damages, VMRD be awarded a reasonable
5 royalty for Defendants' unauthorized disclosure and use of VMRD's Trade Secrets;

6 5. That VMRD be awarded restitution in the amount of Defendants'
7 unjust enrichment from disclosing, using, and otherwise misappropriating VMRD's
8 Trade Secrets;

9
10 6. That Defendants be permanently enjoined from:

- 11
12 i. Retaining VMRD's Trade Secrets and be ordered
13 to return that information and any keys or
14 passwords needed to access same;
- 15 ii. Using, disclosing, or otherwise misappropriating
16 VMRD's Trade Secrets;
- 17 iii. Soliciting, offering employment to, or employing
18 current VMRD employees;
- 19 iv. Rescinding any offers of employment made to
20 current VMRD employees;
- 21 v. Destroying or disposing of VMRD's property
22 currently in Defendants' possession or control;
- 23 vi. Manufacturing vials for Longhorn; and
- 24 vii. Interfering with VMRD's business relationship
25 with Longhorn.
- 26
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1 7. That VMRD be awarded its costs and disbursements and such other
2 relief as the Court may deem just and equitable.
3

4
5 DATED this 2nd day of July, 2020.

6 WITHERSPOON • KELLEY

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9 _____
10 Kimberly A. Kamel, WSBA No. 30041
11 Maximillian K. Archer, WSBA No. 54081
12 Attorneys for VMRD, Inc.
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